

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 05CDF060		PAGE 1 OF 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N65540-06-R-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL D'ALONZO-FERRARO				b. TELEPHONE NUMBER (No Collect Calls) 215-897-7063	
6. SOLICITATION ISSUE DATE 04-Oct-2005		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 07 Nov 2005		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
9. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3351, C. D'ALONZO-FERRARO 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403  TEL: 215-897-7063 FAX: 215-897-7902		CODE N65540		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFR <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR  TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY  CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)  
Prescribed by GSA  
FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 47

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

 32b. SIGNATURE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32c. DATE

 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

 35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

 AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

 STANDARD FORM 1449 (REV 4/2002) BACK  
Prescribed by GSA  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001	Boat Davit, Single/Double Point Hoist System, for SHIPALT LHA1-1083K in accordance with Commercial Item Description. (Maximum Quantity 25 Units) FOB: Destination					XXXXXX

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	FFP Same as Item 0001. Orders placed in CY 2005 FOB: Destination	1-2	Each	\$ _____	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	FFP Same as Item 0001. Orders placed in CY 2005 FOB: Destination	3 or more	Each	\$ _____	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		1-2	Each	\$ _____	

FFP

Same as Item 0001. Orders placed in CY 2006

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		3 or more	Each	\$ _____	

FFP

Same as Item 0001. Orders placed in CY 2006

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		1-2	Each	\$ _____	

FFP

Same as Item 0001. Orders placed in CY 2007.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		3 or more	Each	\$ _____	

FFP

Same as Item 0001. Orders placed in CY 2007.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		1-2	Each	\$ _____	

FFP  
Same as Item 0001. Orders placed in CY 2008.  
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH		3 or more	Each	\$ _____	

FFP  
Same as Item 0001. Orders placed in CY 2008.  
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		1-2	Each	\$ _____	

FFP  
Same as Item 0001. Orders placed in CY 2009  
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK		3 or more	Each	\$ _____	

FFP  
Same as Item 0001. Orders placed in CY 2009  
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					XXXXXXX

FFP

Testing Support and Training in accordance with Commercial Item Description.

FOB: Destination (Estimated maximum of 23 sessions)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		3	Each		

FFP

Same as Item 0001. Orders placed for Test Support and Training in CY 2006.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		4	Each		

FFP

Same as Item 0002. Orders placed for Test Support and Training in CY 2007.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		6	Each		

FFP

Same as Item 0002. Orders placed for Test Support and Training in CY 2008.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		6	Each		

FFP

Same as Item 0002. Orders placed for Test Support and Training in CY 2009.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		4	Each		

FFP

Same as Item 0002. Orders placed for Test Support and Training in CY 2010.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					XXXXXX

FFP

Spare Parts for Item 0001 in accordance with Commercial Item Description.

FOB: Destination

Estimated Maximum of 25.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA			Lot	\$ _____	

FFP

Same as Item 0003. Orders placed in CY 2005

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB			Lot	\$ _____	

FFP

Same as Item 0003. Orders placed in CY 2006

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC			LOT	\$ _____	

Order placed in CY  
2007

FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD			Lot	\$ _____	

FFP

Same as Item 0003. Orders placed in CY 2008

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE			Lot	\$ _____	

FFP

Same as Item 0003. Orders placed in CY 2009

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					XXXXXX

FFP

Technical Data in accordance with Commercial Item Description and Exhibit A,  
Contracts Data Requirements List (CDRL) DD Form 1423.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		1	Lot		

FFP

Logistics Management Information Summary (LMI), Engineering Data for  
Provisioning (EDFP) (Digital) Seq. No. A001.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		1	Lot		

FFP

Commercial Off the Shelf (COTS) Manual, Seq. No. A002.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		1	Lot		

FFP  
Conference Agenda, Provisioning Conferences, Seq. No. A003.  
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		1	Lot		

FFP  
Installation Control Drawings, Seq. No. A004  
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE		1	Lot		

FFP  
Proposed Spare Parts List, On-Board Spares, Seq. No. A005.  
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF		1	Lot		

FFP  
Provisioning Parts List (PPL) and Supplemental Provisioning Technical  
Documentation (SPTD), Seq. No. A006.  
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG	FFP Onboard Training Document, Seq. No. A007. FOB: Destination	1	Lot		

Note: The unit pricing of the ordered quantity is determined by the quantity on each individual order placed and is not dependent on the cumulative quantity ordered in a calendar year.

A firm-fixed price, indefinite delivery/indefinite quantity contract is contemplated. The Naval Surface Warfare Center, Carderock Division, Philadelphia is the ordering activity authorized to issue subsequent delivery orders. Orders will be placed in writing only. The quantities of supplies/services specified in Schedule B are estimates only.

**Shipping Instructions:**

To be provided under resultant delivery orders.

**MINIMUM AND MAXIMUM QUANTITY**

As referred to in paragraph (b) of FAR Clause 52.216-22, "Indefinite Quantity" of this solicitation, the contract minimum quantity is one (1) Davit Systems covered by Item 0001 and the maximum quantity is the evaluated prices for all Contract Line Items.

**COMMERCIAL ITEM DESCRIPTION**  
**DAVIT, SINGLE/DOUBLE POINT HOIST**

**DATE:** 5/05

**ABSTRACT.** This Commercial Item Description (CID) describes a boat handling and boat stowage system to be used for launch and recovery of any one of the following boats:

1. Single point pickup, Navy Standard 7 meter Rigid Inflatable Boat (RIB) depicted in reference (1), hoisting weight 7,000 lbs.
2. Double point pickup, Navy Standard 11 meter RIB (open) depicted in reference (2), hoisting weight 22,500 lbs.
3. Double point pickup, Navy Standard 11 meter RIB (cabin version depicted in reference (3), hoisting weight 22,500 lbs.

The davit and stowage are to be supported from the ship's' hull within the envelope depicted in Figure 1.

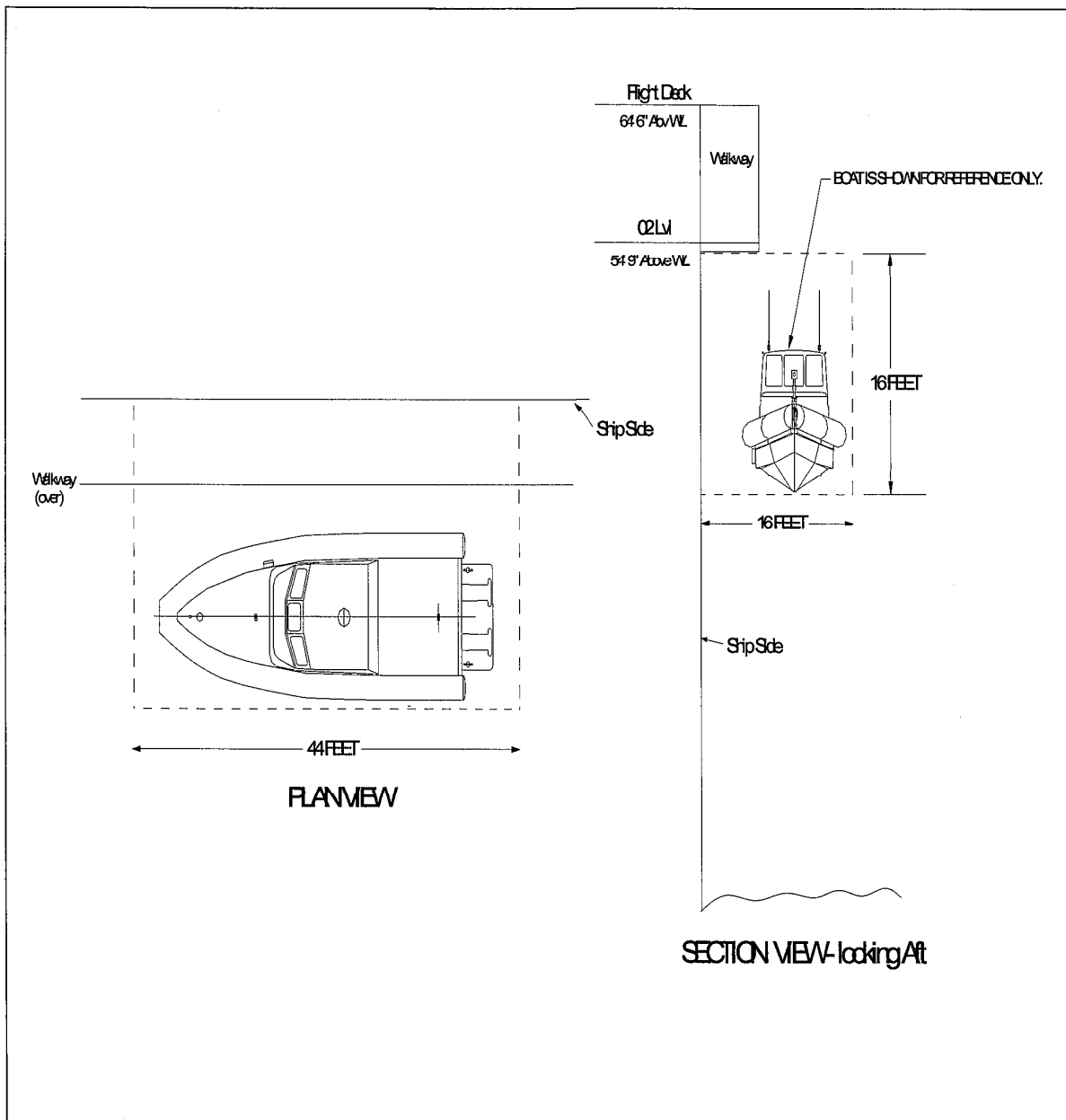


Figure 1 - Davit Dimensional Envelope

Any additional platforms required for mounting the winch assembly or other equipment shall be provided with the davit system and integrated into the davit's design. The boat stowage system will be supplied with the boat davit system and be of a modular design capable of stowing any one of the boats in up to, and including, sea state eight (8) conditions. The boat davit and stowage system shall include all motor controllers and ancillary equipment necessary to launch and recover the boat.

**SALIENT CHARACTERISTICS.** The boat davit and stowage system shall have the following salient characteristics and meet the specified regulatory requirements. Where conflict exists between the salient characteristics of this CID and the specified regulatory requirements, the salient characteristics of this CID shall take precedence.

**OPERATING CHARACTERISTICS:** The boat davit system shall be capable of launching and recovering a 7 meter RIB or an 11 meter RIB (cabin and no-cabin version) in up to and including sea state five (5) conditions with the ship at an adverse list of ten (10) degrees. The boat davit system shall be capable of boat launching and recovery with the ship underway up to 10 knots. The davit shall withstand a horizontal force of not less than 10 percent of the rated capacity of the davit, acting either forward or aft through or normal to the longitudinal centerline of the davit arm. Davit operation from within the boat is not permitted.

**RATED LOAD.** The boat davit system shall have a rated load of 22,500 pounds for a two boat fall arrangement and a rated load of 7,000 lbs for a single boat fall arrangement. Minimum factors of safety for load bearing components shall be in accordance with Chapter 3, Section IV, Regulation 48 of reference (4).

A minimum factor of 6 shall be applied to all falls, links and blocks. Structural members, all sheaves, falls padeyes, links, fastenings and their fittings pertinent to the BDS shall be designed with a minimum factor of safety of 4.5 on the basis of the rated load and the ultimate strength of the material used.

**CONSTANT TENSION.** The boat davit winch system shall have an electrical operational mode to provide means of maintaining a simultaneous constant tension line pull on each boat fall. When in the constant tension mode, the davit winch shall in-haul and payout wire rope to compensate for boat motion on the waves during boat launch and recovery. When in the constant tension mode, each boat fall shall be able to in-haul and pay out both wire ropes independently to compensate for boat motion on the waves. The winch drum(s) shall facilitate level spooling of the boat falls to avoid wire rope damage. Ram tensioning shall not be used to satisfy this requirement.

**BOAT FALLS.** The wire rope shall be rotation and corrosion resistant steel in accordance with Regulation 48, reference (4). The construction of the wire rope shall be as specified in the International Standard Organization (ISO) ISO-10092, reference (5) or Federal Specification RR-W-410 reference (6). The distance from the top of the davit space envelope to the light load waterline is approximately 54 feet and 9 inches (54'-9").

**CONTROLS.** The davit shall be provided with a control console installed on the boat platform positioned to provide the operator a view of the boat handling operation and the waterborne boat. Controls for hoisting and lowering shall be located on the console and use a single joystick. Controls for selecting, canceling constant tension mode and adjusting the cable tension shall be provided. The control console shall have a hinged watertight cover. All of the controls under the cover shall also be watertight. An operations placard etched on CRES 316L and permanently attached in view of the operator shall be provided. All controls provided shall have a "dead man" control feature to automatically return to neutral position when released to prevent inadvertent operation. When the control system is first switched on it shall be in the normal hoisting/lowering mode and the CT mode cancelled.

**BOAT DAVIT HOOKS.** The hooks shall be an off-load quick-release safety type. The load bearing body of the hook from the lifting point to the throat shall be a one-piece design. The hook shall include a handgrip and a hook latch release lever lanyard. The hook throat shall be designed to accept the hoisting fittings on the both of the 11M RIBs (no cabin and cabin versions) and the 7M RIB, references (1), (7), (8), and (9) respectively.

**ELECTRICAL POWER.** The boat davit system shall be provided with an electric variable speed, programmable logic motor controller that utilizes 440 VAC, 3 Phase, 60-Hertz electric power input. Safety and other control switches shall operate on 115 VAC or 24 VDC. Boat davit electrical amperage requirements shall not exceed 175 AMPS during any phase of davit operation. Any software associated with the PLC shall be provided to the Navy. Complete programming instructions for the PLC shall also be provided along with all speed and positional limits that are related to the operation of the davit.

**HYDRAULIC COMPONENTS.** Hydraulic components shall not be used as the primary drive mechanism for the

davit winch or for movement of the davit arms and/or boat stowage system. Hydraulic components may be used for ancillary system components (i.e. shock absorbers, brakes, stops, etc.).

**OPERATION.** The boat davit shall be capable of handling, launching and recovering the boat from its stowage. The boat davit system shall be power operated by the electro-mechanical winch system. The davit system shall have an emergency mode of operation that utilizes Low Pressure (LP) air, from the ship, to operate the davit in the event of electrical power loss. Additionally, the davit shall have a manual backup mode of operation to launch and retrieve the boat in a "dead ship" condition in accordance with SOLAS requirements in the event of electrical power and LP air loss. Moving parts of the winch when the boat is launched or recovered shall not rotate manual gear. In the normal hoist/lower mode, the system shall have variable speed control with a lowering speed between 0 ft/min to 100ft/min and hoisting speed between 0 ft/min to 120 ft/min. The system shall be capable of power payout of empty hooks without bird nesting of the wire rope on the drums. A launching mechanism actuated from a position within the boat is not permitted. Any manual release mechanisms shall not require a force greater than 30 pounds.

**SAFETY FEATURES.** In addition to those safety features identified in SOLAS and normally provided by the manufacturer, the following additional safety features shall be provided:

1. Emergency Disconnect switch.
2. Hoist over-travel limit switch.
3. Each brake shall be able to stop and hold 125% of its calculated distributed rated load. Each brake shall be capable of holding a static load of 200% of its calculated distributed rated load for 10 minutes without any permanent deformation. The brakes shall be interlocked with the hoist motors so that both brakes will set when one of the following conditions occur:
  - a. Either hoist motor is stopped
  - b. Failure of electrical power
4. Overspeed device

**SYSTEM ENVELOPE.** The boat davit system, foundations, stowage and operating equipment shall be contained within a maximum envelope depicted in Figure 1. The davit and stowage arc to be supported from the ship's hull.

**PICKUP POINTS.** The boat davit shall be capable of a single point pickup of a 7M RIB, or a two-point pickup of a 11M RIB (open and cabin version). The distance between the pickup points for 11M RIB shall be 20 feet 7 inches. Side loading of the boat davit hook during normal operation is not permitted. No lifting frame to interface between the davit hoist hook(s) and the boat lifting fittings is permitted.

**BOAT HANDLING AND STOWAGE.** The davit and stowage system shall be mounted to the ship's hull. The boat davit system shall be capable of handling any of the boats per references (1) thru (3) provided with a single or two-point pickup. The 11M RIBs with 2-point pick up shall be stowed with the keel level, see reference (10) and (11). The 7-meter RIB with single point pickup shall be stowed with a bow-up attitude of 2 degrees, or as indicated in the boat drawings. The design of the boat stowage shall be modular and developed to provide interchangeability between a 7 M RIB and 11M RIB (open or cabin type). The stowage shall not require any permanent alterations (i.e. cutting and welding of metal, or re-contouring boat chocks). Means shall be provided to guide and protect the boat from damage during launching and recovery under adverse conditions. Liferails or lifelines shall be provided on any of the davit structure or platforms required for personnel access for operation or maintenance. Life rails and lifelines at the fore and aft ends of the boat platform and at the platform deck edge shall be provided by the installing activity. Access openings shall be located in the life rails or lifelines to provide boarding by the boat crew. Access openings shall be fitted with guardline assemblies for rapid, easy detachment and reattachment. Lubrication points for all boat davit and stowage components requiring periodic lubrication shall be accessible.

**ENVIRONMENTAL CONDITIONS.** The boat davit handling and stowage system shall be designed to operate in an exposed saltwater marine environment between ambient temperatures of -18 degrees and 49 degrees Celsius.

NIGHT LIGHTING. Lighting supplied shall illuminate the boats, boat stowage area, davit winch, and area of water into which it is to be launched.

EXTERNAL PROTECTION. All normally painted surfaces shall be prepared and painted in accordance with International Standards Organization (ISO) requirements and shall have a finish coat applied of Haze Gray, Formula 151 in accordance with MIL-DTL-24441/21.

QUALITY ASSURANCE PROVISIONS. The davit manufacturer is responsible for the quality of the boat davit system and shall certify and maintain objective quality evidence that the boat handling and stowage system offered meets this CID document, and that the boat davit conforms to the producer's own drawing specifications, standards, and quality assurance practices. The davit manufacturer shall specify the terms and conditions of the boat davit system warranty if applicable.

The government reserves the right to require proof of such conformance prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract. In addition to SOLAS testing requirements the davit system shall be required to withstand a 200% Static load test and a 125% Dynamic load test (including the davit winch, hoist wire rope, hoist hook, and brake system) based on the davit rated load of 22,000 pounds in accordance with reference (12).

The davit system shall be subjected to the following endurance test to demonstrate its ability to meet the performance requirements specified in this CID document:

- a. The davit shall withstand a static load test of 200% of the rated load for a period of 10 minutes. No permanent deformation shall occur.
- b. The davit shall be dynamically tested with 125% of rated load at no rated speeds for through 3 complete cycles.
- c. The davit shall be tested with the rated load through 5 complete cycles at max operating speeds to and from the stowage. If test is interrupted by a malfunction, testing shall restart and continue for 5 full cycles.

Shipboard installation testing shall be established using the Naval Ship's Technical Manual, reference (10) as guidance.

LOGISTIC SUPPORT. The boat handling system logistics shall include the following:

- a. Technical Manual. The boat handling system technical manual shall include a description of various system components, operational information, functional information including mechanical and electrical components, preventative and corrective maintenance procedures, and parts information including figures locating parts and corresponding parts list with OEM/ part numbers. The technical manual shall be provided in Adobe Acrobat format.
- b. Spare Part Logistic and Provisioning Technical Documentation. A recommended list of spare parts shall be provided with supporting technical information for each identified spare part. Technical information shall include, as a minimum, vendor catalogs and drawings that identify each spare part with OEM part numbers.
- c. Interim Spare Parts. A list of interim spare parts shall be provided for items in the system that require frequent replacement due to wear or failure. A time frame of 24 months shall be used to determine the required interim spares parts. These items shall be provided and shipped with each unit purchased.

PRODUCTION SCHEDULE. The manufacturer shall be capable of producing and delivering a maximum of 6 boat handling systems in accordance with this Commercial Item Description (CID) per year.

PACKAGING AND MARKING. Preservation, packing, labeling, and marking shall be as specified in the contract

or order.

ACQUISITION REQUIREMENTS:

1. Installation drawings and loading specifications.
2. Operators, maintenance, and overhaul manuals.
3. PLC software program with instructions.
3. List of recommended onboard repair and maintenance parts sufficient to support the davit system for a period of 24 months.
4. Supplemental Provisioning Technical Data.
5. OEM representative present for initial davit shipboard operational/maintenance testing and subsequent crew training. Testing and subsequent crew training will be approximately 5 days and the OEM representative will perform the crew training. The training will both "hands-on" and classroom style training and include the following:
  - a) Operational training on the davit controls and functions for launch and recovery of all boats that the davit can handle. All automatic and emergency operations of the davit shall be covered in the training.
  - b) Preventative maintenance procedures on the davit and all its associated components.
  - c) An operational and maintenance training document that provides a sufficient material to familiarize shipboard personnel with all operational features of the davit as well as preventative maintenance. The document shall be provide on compact disc media that can be left with the ship for use as a ready reference tool.
6. The following tentative training location schedule is provided for estimating purposes:
  - a) Calendar Year 2006 – Maximum of three (3) installations; two (2) in Norfolk VA and one (1) in San Diego CA
  - b) Calendar Year 2007 - Maximum of four (4) installations two (2) in Norfolk VA and two (2) in San Diego CA
  - c) Calendar Year 2008 – Maximum of six (6) installations; two (2) in Norfolk VA, one (1) in Sasebo Japan, and three (3) in San Diego CA
  - d) Calendar Year 2009 – Maximum of six (6) installations; two (2) in Norfolk VA, one (1) in Sasebo Japan, and three (3) in San Diego CA
  - e) Calendar Year 2010 – Maximum of four (4) installations; two (2) in Norfolk VA and two (2) in San Diego CA

REFERENCES:

1. 7 Meter Rigid Inflatable Installation Control Drawing NAVSEA Drawing. # 53711-583-5106524
2. Williard Marine Inc. Drawing LCPL-6332 REV B
3. Williard Marine Inc. Drawing 11MRB-1180 REV C
4. International Convention for the Safety Of Life At Sea
5. International Standards Organization

6. Wire Rope and Strand Federal Specification RR-W-410
7. NAVSEA drawing 53711-11mRB-583-5107637 Rev A, 11 Meter Rigid Inflatable Boat (No Cabin) 2-Point Davit Hoisting Arrangement Conversion
8. Willard Marine, Inc. as-built" drawing # 11mRB-1183 Rev B, Sea Force 11m Cabin Hoisting Arrangement
9. 7M RIB Hoisting Arrangement and Details NAVSEA Drawing 53711-601-5106573
10. 11M Rigid Inflatable Boat Inboard Arrangement, Willard Marine Inc. Drawing LCPL-6333 REV B
11. SEA FORCE 11M Cabin Inboard Profile and Arrangement, Willard Marine Inc. Drawing 11MRB-1181 REV B
12. Naval Ships Technical Manual, S9086-TX-STM-010/CH-583

## CLAUSES INCORPORATED BY REFERENCE

52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul OCT 1995 1995) -- Alternate I	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.212-1	Instructions to Offerors--Commercial Items	JAN 2005
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2004
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-5	Changes and Changed Conditions	APR 1984
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2005
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

## REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001AA		
0001AB		

Orders placed in CY 2005

<i>1st</i> item ordered under the delivery order is to be delivered <b>140 days</b> after date of order
<i>2nd</i> item ordered under the delivery order (if applicable) is to be delivered <b>180 days</b> after date of order
<i>3rd</i> item ordered under the delivery order (if applicable) is to be delivered <b>220 days</b> after date of order
<i>4th</i> item ordered under the delivery order (if applicable) is to be delivered <b>275 days</b> after date of order
<i>5th</i> item ordered under the delivery order (if applicable) is to be delivered <b>310 days</b> after date of order
<i>6th</i> item ordered under the delivery order (if applicable) is to be delivered <b>340 days</b> after date of order

ITEM NO.
0001AC

0001AD

Order placed in CY 2006

<i>1st</i> item ordered under the delivery order is to be delivered <i>140 days</i> after date of order
<i>2nd</i> item ordered under the delivery order (if applicable) is to be delivered <i>180 days</i> after date of order
<i>3rd</i> item ordered under the delivery order (if applicable) is to be delivered <i>220 days</i> after date of order
<i>4th</i> item ordered under the delivery order (if applicable) is to be delivered <i>275 days</i> after date of order
<i>5th</i> item ordered under the delivery order (if applicable) is to be delivered <i>310 days</i> after date of order
<i>6th</i> item ordered under the delivery order (if applicable) is to be delivered <i>340 days</i> after date of order

ITEM NO.

0001AE

0001AF

Order placed in CY 2007

<i>1st</i> item ordered under the delivery order is to be delivered <i>140 days</i> after date of order
<i>2nd</i> item ordered under the delivery order (if applicable) is to be delivered <i>180 days</i> after date of order
<i>3rd</i> item ordered under the delivery order (if applicable) is to be delivered <i>220 days</i> after date of order
<i>4th</i> item ordered under the delivery order (if applicable) is to be delivered <i>275 days</i> after date of order
<i>5th</i> item ordered under the delivery order (if applicable) is to be delivered <i>310 days</i> after date of order
<i>6th</i> item ordered under the delivery order (if applicable) is to be delivered <i>340 days</i> after date of order

ITEM NO.

0001AG

0001AH

Order placed in CY 2008

<i>1st</i> item ordered under the delivery order is to be delivered <i>140 days</i> after date of order
<i>2nd</i> item ordered under the delivery order (if applicable) is to be delivered <i>180 days</i> after date of order
<i>3rd</i> item ordered under the delivery order (if applicable) is to be delivered <i>220 days</i> after date of order
<i>4th</i> item ordered under the delivery order (if applicable) is to be delivered <i>275 days</i> after date of order
<i>5th</i> item ordered under the delivery order (if applicable) is to be delivered <i>310 days</i> after date of order
<i>6th</i> item ordered under the delivery order (if applicable) is to be delivered <i>340 days</i> after date of order

ITEM NO.

0001AJ

0001AK

Order placed in CY 2009

<i>1st</i> item ordered under the delivery order is to be delivered <i>140 days</i> after date of order
<i>2nd</i> item ordered under the delivery order (if applicable) is to be delivered <i>180 days</i> after date of order
<i>3rd</i> item ordered under the delivery order (if applicable) is to be delivered <i>220 days</i> after date of order
<i>4th</i> item ordered under the delivery order (if applicable) is to be delivered <i>275 days</i> after date of order
<i>5th</i> item ordered under the delivery order (if applicable) is to be delivered <i>310 days</i> after date of order
<i>6th</i> item ordered under the delivery order (if applicable) is to be delivered <i>340 days</i> after date of order

ITEM NO.

- 0002 – As specified on individual resultant delivery orders  
 0003 – With applicable unit ordered covered by Item 0001  
 0004 – In accordance with DD Form 1423 and applicable delivery orders.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

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Within Days

After Date

Item No. Quantity of Contract

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is

received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## 52.212-2 - EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Compliance is the most important factor. Under Technical Compliance are subfactors which consist of Design, Reliability, Total Ownership/Maintenance, Shipboard Interfaces and Training. Design is the most important sub-factor. All other sub-factors under Technical Compliance are of equal importance. Past Performance is more important than Logistics Support. Logistics Support is more important than Warranty. Warranty is more important than Corporate Experience and Small Business Subcontracting. Corporate Experience and Small Business Subcontracting are of equal importance.

## Factor: Technical Compliance

## A Reliability

- 1) Winch System
- 2) Davit Arm/Strongback Assembly
- 3) Programmable Logic Controller (PLC)
- 4) Corrosion Prevention
- 5) Electrical Enclosures
- 6) Motors

## B Design

- 1) Winch System
- 2) Davit Arm/Strongback Assembly
- 3) Programmable Logic Controller (PLC)
- 4) Electrical Interfaces
- 5) Method of lubrication/sealing
- 6) Operational Performance (ease of operation/operator interface and capacity)
- 7) Environmental Compliance (Material Selection)
- 8) Motors

## C Total Ownership /Maintenance

- 1) Scheduled Maintenance
- 2) Overhaul

## D Shipboard Interfaces

- 1) Installation
- 2) Power Requirements
- 3) Size
- 4) Weight

## E Training

- 1) Course Content
- 2) Training Personnel Credentials

## Factor: Warranty

## Factor: Past Performance

- 1) Quality of Product including Quality Awards
- 2) Timeliness of Performance

- 3) Customer Satisfaction
- 4) Past performance in complying with requirements at FAR 52.219-9,  
Small Business Subcontracting Plan

Factor: Logistic Support

Factor: Corporate Experience

- 1) Naval Installations
- 2) Commercial Marine Installations
- 3) Facilities and Equipment
- 4) Quality Inspection System

Factor: Small Business Subcontracting

## II. Price

### (a) Evaluation of Price

All proposed unit pricing will be reviewed for material imbalances.

Evaluation of Contract Line Item No. 0001 (production units) will be performed by taking a weighted average of the unit prices proposed for each calendar year times for the following quantities each calendar year:

<u>Calendar Year</u>	<u>Quantity</u>
2005	5
2006	5
2007	5
2008	5
2009	5

Evaluation of Contract Line Item No. 0002 (Testing Support and Training) will be performed by taking the estimated number of Testing Support/Training Course per sub-CLIN and multiplying it by the proposed unit prices.

Evaluation of Contract Line Item No. 0003 (Spare Parts) will be performed by taking the unit prices proposed for each calendar year times the following quantities for each calendar year:

<u>Calendar Year</u>	<u>Quantity</u>
2005	5
2006	5
2007	5
2008	5
2009	5

Evaluation of Contract Line Item 0004 (Technical Data) will be performed by adding the proposed prices for all sub-CLINS.

(b) Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

- (1) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract

without further action by any party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_  
(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business

concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act-Free Trade Agreements-Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
—
_____
—
_____
—

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—

_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WIO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
• _____	• _____
• _____	• _____
• _____	• _____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 56 months after date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the

mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess \$5,000,000.00; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries

under this contract after 60 months after date of contract.

(End of clause)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

ROBERT COLOT, Code 3352  
NSWCCD-SSES  
5001 S. Broad St.  
Philadelphia, PA 19112-1403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dt.navy.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.legal.gsa.gov> or <http://www.dtic.mil/dfars>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(a) The use in this solicitation of any N/A (48 CFR Chapter N/A) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any X DFARS N/A (48 CFR N/A) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense

Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005) (DEVIATION)**

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

**252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)**

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number) (Country of Origin)

(End of provision)

CAR-H05 PAST PERFORMANCE ASSESSMENT (SYSTEMS OR SHIP REPAIR AND OVERHAUL) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award.

All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements and sub-elements:

(1) Quality of Product or Service: This element is comprised of an overall rating and six sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's technical performance or progress towards meeting requirements. It is not a predetermined roll-up of the sub-element assessments.

(A) Product Performance: The contractor's achieved product performance relative to performance parameters required by the contract.

(B) Systems Engineering: The contractor's effort to transform operational needs and requirements into an integrated system design solution.

(C) Software Engineering: The contractor's success in meeting contract requirements for software development, modification, or maintenance. As a source of information to support this evaluation, the government may use results from the Software Capability Evaluations (SCEs) (using the Software Engineering Institute's (SEI's) Capability Maturity Model (CMM) as a means of measurement; Software Development Capability Evaluations (SDCEs); or similar software assessments.

(D) Logistics Support/Sustainment: The success of the contractor's performance in accomplishing logistics planning.

(E) Product Assurance: The contractor's success in meeting program quality objectives, e.g., producibility, reliability, maintainability, inspectability, testability, and system safety, and controls over the manufacturing process.

(F) Other Technical Performance: All other technical activity of the contractor critical to successful contract performance. This will include additional assessment aspects that are unique to the contract or that cannot be captured in another sub-element.

(2) Schedule: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) Cost Control (Not required for FFP or FFP/EPA): The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) Management: This element is comprised of an overall rating and three sub-elements. The government will assess activity critical to successfully executing the contract within one or more of these sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's performance in managing the contracted effort. It is not a predetermined roll-up of the sub-element assessments.

(A) Management Responsiveness: The contractor's timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, ECPs, or other undefinitized contract actions), the contractor's history of reasonableness and cooperative behavior, effective business relations, and customer satisfaction.

(B) Subcontract Management: The contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals.

(C) Program Management and Other Management: The extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility and tasks/actions required by the contract;

and communicates appropriate information to affected program elements in a timely manner. In addition, the contractor's risk management practices will be assessed, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, any other areas unique to the contract or that cannot be captured elsewhere under the Management element will be identified and assessed.

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

#### CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

ROBERT COLOT, Code 3352  
NSWCCD-SSSES  
5001 S. Broad St.  
Philadelphia, PA 19112-1403  
(215) 897-7060

#### CAR-I13 STANDARD COMMERCIAL WARRANTY (JAN 1992)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the

event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of \_\_\_\_ months. (Offeror is to insert number.)

#### CAR-L03 SINGLE AWARD FOR SUBLINE ITEMS (JUN 1996) (NSWCCD)

Subject to the provisions contained herein, award shall be made to a single offeror for all subline items within each contract line item. Offers must include each subline item listed within a line item. Failure to do this shall be cause for rejection of the offer for that particular line item.

#### Addendum to FAR 52.212-1, Instructions to Offerors-Commercial Items

#### CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation/Offer/Order for Commercial Items (SF-1449)	1	2
Technical Proposal	1	5

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

#### (1) SOLICITATION/OFFER/ ORDER for COMMERCIAL ITEMS (SF-1449)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 30a of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation/Offer/ Order for Commercial Items document, if such annotation is necessary to clarify the qualifications.

#### (2) TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. There is a 50-page limit for the technical proposal exclusive of Section B. The technical proposal should address each evaluation factor.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, and address in detail the following information:

### INTRODUCTION

This section shall provide any necessary background information and an overview of the proposal which the offeror believes will assist in the understanding and accurate evaluation of the proposal.

### Technical Compliance

The Single/Double Point Hoist Boat Davit proposed by each offeror will be evaluated to determine how it either complies with or exceeds the specification requirements.

- a. Reliability – Offerors will be required to furnish projected reliability information for major components as part of their technical proposal. Reliability data for minor sub-components that are not critical to safety and operation will not be required. The reliability data will be evaluated and projected reliability based on actual experience will be rated higher than theoretical calculations. The Government reserves the right to modify or reject unsubstantiated reliability data. The reliability of the following major components will be evaluated:
  - 1) Winch System
  - 2) Davit Arm/Strongback Assembly
  - 3) Programmable Logic Controller (PLC)
  - 4) Corrosion Prevention
  - 5) Electrical Enclosures
  - 6) Motors
- b. Design - The design aspects of the proposed Single/Double Point Hoist Boat Davit will be rated to determine compliance with the specification requirements for the Winch System, Davit Arm/Strongback Assembly, PLC, Electrical Interfaces, and Motors. The evaluation will consider the interface between these major sub-assemblies. The evaluation will also consider the ease of operation, troubleshooting, updating any required programming and user "friendliness" for the boat davit system. The boat davit system will be evaluated on the simplicity as well as functionality. The environmental compliance regarding corrosion as cited in the specification shall be documented.
- c. Total Ownership/Maintenance- Evaluation of the TOC/maintenance information will include scheduled maintenance and scheduled overhaul.
  1. The offeror shall provide the projected preventative/scheduled maintenance information required to ensure the davit operates satisfactorily. The frequency and duration of such maintenance shall be clearly defined. The contractor shall also provide estimated cost associated with any maintenance.
  2. An Overhaul schedule shall also be provided by the contractor. The Overhaul schedule shall consist of a rebuild or replacement of critical components. The schedule will be based time in-service not operational hours. The estimated labor hours and material cost associated with the overhaul/replacement shall be provided by the contractor.

- d. Shipboard Interface- The shipboard interface aspect of the proposal will be evaluated for compliance to the specification, as well as the least impact to the ship, with regards to the following criteria:
  - 1. Installation- The offeror shall provide the extent of effort required during shipboard installation. If a modular design is used then the amount of component assembly should be specified.
  - 2. Size, Weight and Power - The proposed davit will be evaluated to the requirements stated in the Purchase Specification with respect to size, weight and power requirements.
- e. Training - The training aspect of the proposal will be evaluated for compliance to the specification with regards to the following criteria:
  - 1. Course Content- The offeror shall provide the extent of material to be covered within the onboard training provided at the time of shipboard installation. The offeror shall also provide details of the material to be left onboard as a training aid to the ship during the life of the equipment.
  - 2. Training Personnel Credentials - The credentials of the personnel to provide the proposed davit training will be evaluated. The tenure of the personnel with the OEM and their experience with shipboard boat davits will also be evaluated.

#### Warranty

Offerors will be requested to provide information on any proposed warranty, specifically, the scope and duration of any warranty, the contractors obligations to the Government for any breach of warranty, and the specific remedies available to the Government. The warranty will be evaluated based its potential use and value to the Government.

#### Past Performance

Offeror shall provide the three (3) most recent contract for evaluation of past performance. To include, but not be limited to, relevance and extent of previous contracts, quality and conformance of product/services to specifications, timely delivery, rework of minor and major components, and customer satisfaction. Information utilized will be obtained from contractor references as well as any other sources that may have relevant information. Contractor references that cannot be contacted will not be considered. An offer with no relevant past performance history, although neither losing nor receiving credit, may not represent the most advantageous proposal to the Government.

The Government intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Government cannot obtain adequate CPARS rating information regarding a particular offeror, the Government may review other relevant past performance information from sources other than those identified by the offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, the past performance of the subcontractor may also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Government's requirement that it would like the Government to consider. Such information may be in the nature of additional information to that which the Government has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Government's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Government reserves the right to verify statements and representations made in an offeror's proposal.

Small Business Subcontracting - Offerors shall provide information demonstrating their past performance in complying with the requirements of FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns." This clause requires a contractor to provide maximum practicable subcontracting opportunities to Small Business,

Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business Concerns.

Offerors that are large business concerns shall also provide information demonstrating their past performance in complying with the requirements of FAR Clause 52.219-9, entitled "Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan." Offerors will be evaluated on their ability to provide subcontracting opportunities.

#### Logistics Support

The ability to sustain repair and replacement parts will be evaluated. Mean delivery time on spare and replacement parts is required. Previous experience with Federal supply agencies will be provided. Commonality with commercial applications shall be identified. Greater value will be given to a davit which shares components with other davits in commercial or navy applications. The number of davits in use of similar designs as specified within this solicitation for commercial applications shall be provided. The ability to provide adequate provisioning technical documentation will be evaluated. Greater value will be given to vendor that can produce engineering drawings and/or catalogs that specify original manufacturer component part numbers.

#### Corporate Experience

Manufacturing, production, technical equipment, facilities, and other resources, or the ability to obtain them for use in performance of this contract will be evaluated. The offeror's quality or inspection system, processes and/or procedures it will use to ensure compliance with the requirements specified within this solicitation will be evaluated. This will include the means, methods and controls to be employed during purchasing, manufacturing, production, assembly, testing and inspection of the producer.

Offerors shall provide all relevant corporate experience for similar or related work under contracts currently being performed or completed during the last three (3) years. The offeror may include Federal, State and Local Government and private sector contracts. Offerors that represent newly formed entities, without prior contract experience, should identify previous contract and subcontract experience for all key personnel identified in the proposal.

The contractor shall provide the following information for each contract:

1. Contract Number
2. Customer/Agency
3. Contracting Officer and Technical Point of Contact (names and phone numbers)
4. Brief Description of Scope of Work
5. Contract Type
6. Award Price
7. Total Labor-Hours of Effort
8. Period of Performance
9. Contract Deliverables

Incomplete data may not be considered.

#### Small Business Subcontracting

Describe the extent to which such firms are identified in the proposal and subcontracting plan, the extent of commitment to use such firms, the complexity and variety of the work such firms are to perform and the extent of participation of such firms in terms of the total value of the acquisition.